

## STANDARD MAIL SERVICES STATEWIDE TERM CONTRACT

### CONTRACT FOR PRESORTED/BARCODED MAIL SERVICE

**Maximum Contract Period:** March 2, 2010 – July 1, 2015

<u>Lot</u>	<u>Description</u>	<u>Unit Price</u>
1	<b>PRESORT BARCODE MAIL AS SPECIFIED FOR LETTERS AND CARDS FOR THE GREATER COLUMBIA AREA</b>	<b>\$19.00/m</b>

**CONTRACT #:** 4400002071  
**VENDOR:** G&H MAIL SERVICE  
PO BOX 901  
WEST COLUMBIA, SC 29202  
**CONTACT PERSON:** Bob Davis  
**EMAIL** [redavis@bellsouth.net](mailto:redavis@bellsouth.net)  
**TELEPHONE #:** (803) 926-1060  
**FAX #:** (803) 926-1995  
**FEIN:** 26-2049611  
**VENDOR #:** 7000057029

<u>Lot</u>	<u>Description</u>	<u>Unit Price</u>
2	<b>PRESORT BARCODE MAIL AS SPECIFIED FOR FLATS FOR THE GREATER COLUMBIA AREA</b>	<b>49.00/m</b>

**CONTRACT #:** 4400002072  
**VENDOR:** G&H MAIL SERVICE  
PO BOX 901  
WEST COLUMBIA, SC 29202  
**CONTACT PERSON:** Bob Davis  
**EMAIL** [redavis@bellsouth.net](mailto:redavis@bellsouth.net)  
**TELEPHONE #:** (803) 926-1060  
**FAX #:** (803) 926-1995  
**FEIN:** 26-2049611  
**VENDOR #:** 7000057029

<u>Lot</u>	<u>Description</u>	<u>Unit Price</u>
3	<b>PRESORT BARCODE MAIL AS SPECIFIED FOR LETTERS AND CARDS FOR THE GREATER GREENVILLE/SPARTANBURG AREA</b>	<b>\$9.20/m</b>

**CONTRACT #:** 4400002073  
**VENDOR:** PRESORT PLUS INC  
401 EAST WAREHOUSE COURT  
TAYLORS, SC 29687  
**CONTACT PERSON:** BOB DEEGAN  
**EMAIL** [bdeegan@presortplusinc.com](mailto:bdeegan@presortplusinc.com)  
**TELEPHONE #:** (864) 244-7785 ext 14  
**FAX #:** (864) 244-7786  
**FEIN:** 57-0883182  
**VENDOR #:** 7000099752

**Solicitation and Award Documents can be found at:**

<http://webprod.cio.sc.gov/SCSolicitationWeb/contractSearch.do?solicitnumber=5400001213>

#### BIDDING AND PERFORMANCE REQUIREMENTS

Bid one (1) price per piece of mail which qualifies for the presort or barcode discount. This one price per piece of qualified first class mail includes sorting, barcoding, handling and delivery to the US Postal Service. No additional charges are acceptable or allowable for processing mail which is to be presorted/barcoded only. Machinable mail, including flat mail, which is to be metered at regular presort rates will be barcoded and sorted under the "value added" concept. All postage savings greater than the normal presorted rates, acquired by the value added barcoding, will be refunded to the individual agency entity as applies to their mail. The contractor's responsibility is to qualify as much mail, at the lowest postage rate, as is feasible and possible. The contractor's ultimate profit depends on his ability to qualify as much volume as possible for a postage discount. Residual mail, barcoded or unbarcoded, will not be considered "qualified mail"; therefore it will not be eligible for processing charges. Charges for extra postage required for residual (unqualified) mail are to be charged back to the using State agency entities on a ratio basis determined by the total residual volume of the run, total percentage of all state agency entity's residual (or others in the run) and the percentage of that total to each state agency entity based on the agency entity's volume. Monthly invoices must show postage reimbursement charges for both barcoded and unbarcoded residual mail.

## **ACCEPTANCE OF OFFERS 10% BELOW PRICE (JAN 2006)**

If the state is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the state may purchase those items from the alternate vendor if the contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Officer in sufficient detail to satisfy the requirements of an external audit. [07-7B010-1]

## **FEE FOR ADMINISTRATIVE SERVICES - RECEIPTS - SPO (OCT 2007)**

As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office (MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) For each Payment Period, Contractor shall pay to MMO a Fee equal to .75% of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement. As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than \$10.00, no payment is required.

(b) Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable), and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

**NOTICE: The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at [www.ogs.state.sc.us/DDP/terms/](http://www.ogs.state.sc.us/DDP/terms/). Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation. [07-7B020-1]**